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**CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

BY KNIX DEPUTY

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Attorneys for Plaintiff Gregory A. Strasburg,
Individually and as Trustee of the Gregory A. Strasburg Revocable Trust dated 4/8/2003

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

**GREGORY A. STRASBURG, Individually
and as Trustee of the GREGORY A.
STRASBURG REVOCABLE TRUST dated
4/8/2003**

CASE NO. '08 CV 0021 SJS BLM

Plaintiff,

y

M/Y JUST A NOTION, Official Number 1089525, her engines, tackle, furniture and appurtenances, *in rem*; PETER BLAIR, *in personam*; JIM SINGLETON, *in personam*; and THE YACHT CLUB, LLC., a Nevada Corporation

IN ADMIRALTY

DECLARATION OF CATHERINE
DRISCOLL IN SUPPORT OF
APPLICATION FOR
APPOINTMENT OF SUBSTITUTE
CUSTODIAN AND AUTHORIZING
MOVEMENT OF VESSEL

**Federal Rules of Civil Procedure
Supplemental Rules for Certain
Admiralty and Maritime Claims,
Rules C and D**

Defendants.

20 I, CATHERINE DRISCOLL, hereby certify and declare as follows:

1. I am the Vice President of Driscoll Marina, Ltd. dba Driscoll's Wharf ("Driscoll's Wharf"), located at 4918 North Harbor Drive Suite 203, which is under long term lease from the San Diego Unified Port District to Plaintiff. I make this Declaration on its behalf. The matters set forth herein are of my own personal knowledge, and, if called to do so, I could and would competently testify thereto.

26 2. Driscoll's Wharf is a well known and well established marina in the San Diego area.
27 Access to vessels is possible only by use of a gate access key. Marina staff routinely walk the docks
28 during working hours and should the DEFENDANT VESSEL be brought to the marina, the staff

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Case Number: _____

DECLARATION OF CATHERINE DRISCOLL IN SUPPORT OF APPLICATION FOR APPOINTMENT OF

1 have been instructed to maintain a close watch on the DEFENDANT VESSEL, to assure her safety
2 and security. In addition, a live aboard tenant in the area where the DEFENDANT VESSEL is
3 currently located has also agreed to routinely verify the safe and secure status of the DEFENDANT
4 VESSEL after working hours. The DEFENDANT VESSEL will be secured to the pier using a
5 high strength chain and lock.

6 3. In connection with operation of its marina, Driscoll's Wharf utilizes the services of
7 personnel with collectively decades of wharfinger experience, providing safe accommodations for
8 all vessels. Plaintiff is familiar with the DEFENDANT VESSEL, and is fully qualified to preserve
9 and protect her and safely keep her in the place and stead of the United States Marshal, until further
10 order of the Court.

11 4. As substitute custodian, Driscoll's Wharf will perform the following services for the
12 Defendant vessel during her custodianship:

13 (a) Assume custody of the vessel from the United States Marshal upon delivery
14 at Driscoll's Wharf and charge a rate not exceeding the usual and customary rate prevailing in the
15 Port of San Diego for substitute custodian services, until further order of the Court;

16 (b) As soon as possible after assuming custody of the vessel, photograph and/or
17 video tape the interior and exterior, and prepare a written inventory of equipment and property
18 aboard which is not installed as part of the vessel;

19 (c) Periodically inspect mooring lines/fenders to assure safe and secure
20 mooring;

21 (d) Periodically as deemed prudent under the existing circumstances, but no less
22 than weekly, at the rate of \$50.00 per inspection, inspect the vessel for watertight integrity,
23 excessive bilge water and fuel lubricant leaks. Where further action beyond those detailed herein is
24 deemed necessary to preserve the vessel, Driscoll's Wharf shall advise counsel, so counsel can seek
25 an appropriate order from the Court.

26 (e) Provide, at rates not exceeding the usual and customary rates prevailing in
27 the Port of San Diego additional services, such as cleaning, minor maintenance, inspection of
28 bottom by a diver for the purpose of cleaning and reporting findings regarding underwater hull,

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DRISCOLL'S WHARF

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1 metal and zinc conditions, as such services are deemed prudent.

2 (f) Driscoll's Wharf will operate only machinery described in a proper Court
3 order.

4 (g) Provide other such services as may be required from time-to-time, by further
5 order of the Court.

6 5. Driscoll's Wharf's responsibility shall not extend to inherent or latent defects or
7 deficiencies in the hull, machinery or equipment, nor to any fines, penalties or costs related to the
8 above.

9 6. Driscoll's Wharf maintains several insurance policies which protect it against
10 negligence during its custodianship. There is more than sufficient insurance to protect both
11 Driscoll and the DEFENDANT VESSEL in the event of a covered loss.

12 7. I am informed and believe the United States Marshal is unable to perform the
13 above-described services at a comparable price.

14 8. Driscoll's Wharf agrees to accept substitute custodianship of the DEFENDANT
15 VESSEL, her engines, tackle, apparel and furniture, in accordance with the Court's Order
16 appointing substitute custodian, and to indemnify the U.S. Marshal from and against all actual or
17 potential liability arising from or related to Driscoll's Wharf's custodial services in this action.

18 I declare under penalty of perjury under the laws of the United States and the State of
19 California that the foregoing is true and correct.

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21 EXECUTED this 3 day of January 2008.

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25 Catherine Driscoll
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